

THE

Connecticut Western Railroad Co.

FIRST MORTGAGE UNTAXABLE

SEVEN PER CENT. BONDS,

HAVING THIRTY YEARS TO RUN—INTEREST COUPONS  
PAYABLE SEMI-ANNUALLY AT METROPOLITAN  
NATIONAL BANK, NEW YORK.

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Agents.

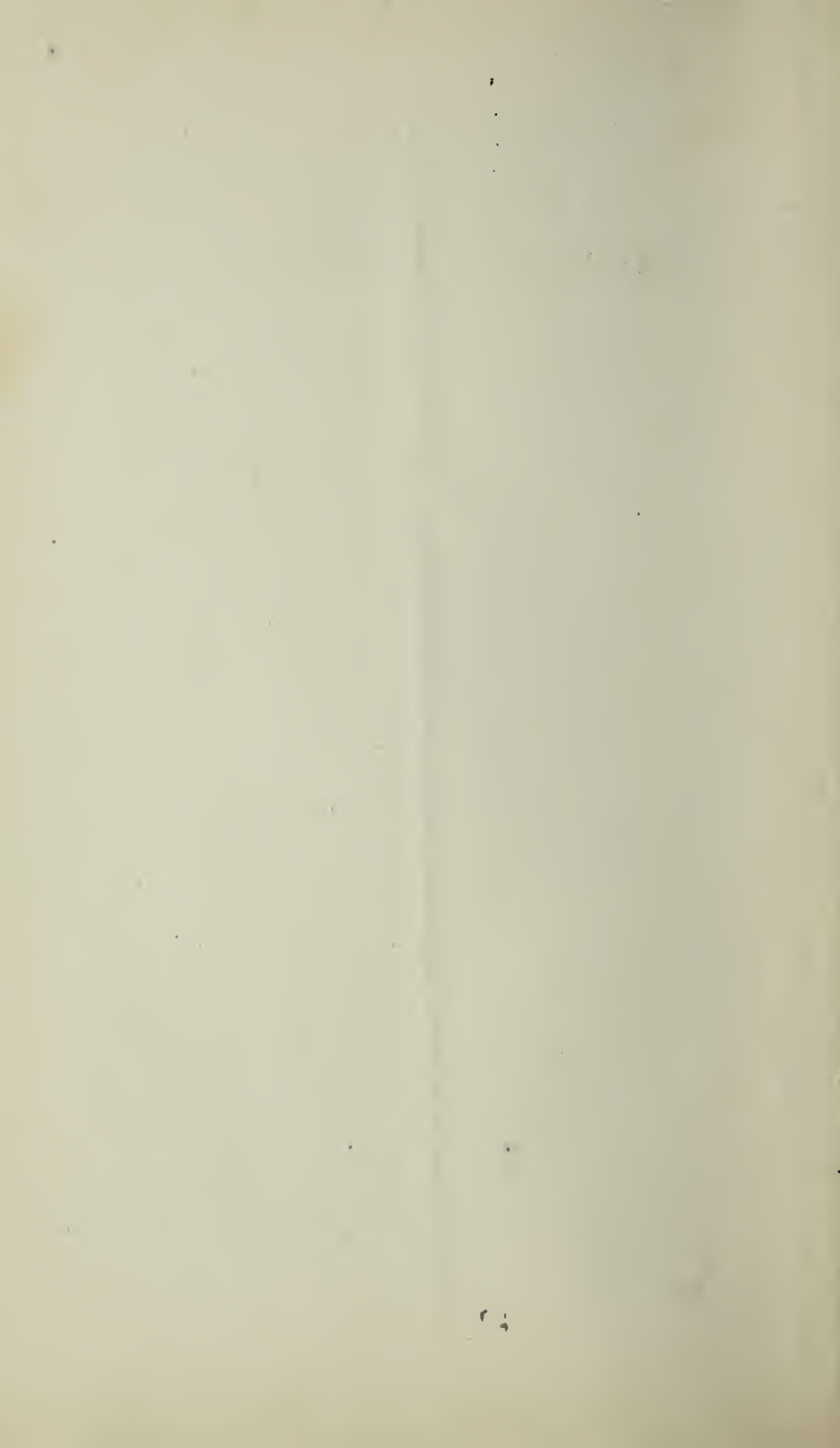
WINSLOW, LANIER & CO., 27 PINE ST., NEW YORK.  
RICHARDSON, HILL & CO., SEARS' BUILDING, BOSTON.  
WM. L. GILBERT, TREASURER, WEST WINSTED, CONN.

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HARTFORD:

CASE, LOCKWOOD & BRAINARD, PRINTERS.

1871.



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# The Connecticut Western Railroad Company.

## DIRECTORS.

HON. WM. H. BARNUM, M. C., LIME ROCK, CONN.  
 GEORGE M. BARTHOLOMEW, HARTFORD, "  
 Ex Gov. A. H. HOLLEY, LAKEVILLE, "  
 GEO. H. BROWN, MILL BROOK, DUTCHESS Co., N. Y.  
 FREDERICK WATSON, CANAAN, CONN.  
 EGBERT T. BUTLER, NORFOLK, "  
 GEORGE DUDLEY, WEST WINSTED, CONN.  
 WM. L. GILBERT, " " "  
 NATHANIEL B. STEVENS, HARTFORD, CONN.  
 JAMES L. HOWARD, " "  
 GEORGE W. MOORE, " "  
 BYRON LOOMIS, SUFFIELD, "

## OFFICERS.

HON. WM. H. BARNUM, PRESIDENT.  
 GEORGE M. BARTHOLOMEW, VICE PRESIDENT.  
 WM. G. COE, WINSTED, CONN., SECRETARY.  
 WM. L. GILBERT, WEST WINSTED, CONN., TREASURER.  
 WM. F. SHUNK, W. WINSTED, CONN., CHIEF ENGINEER.

Decisions. E.W. 1/16 Whitney 100

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THE CONNECTICUT WESTERN RAILROAD COMPANY was chartered by the General Assembly of the State at its May Session, 1868.

The Charter, hereto annexed, is liberal and comprehensive, conferring certain privileges and powers not before granted by the State of Connecticut ; among which are those enabling towns, cities and corporations to subscribe to its capital stock and, by their duly elected agents, to participate in the management of the Road.

This liberal franchise was granted by the State for the reason that a large section, embracing nearly all its mineral wealth and many of its populous manufacturing villages, was without adequate railway facilities, thereby retarding the development of the former, limiting the growth and prosperity of the latter and seriously crippling their energies by confinement to devious and expensive freight routes.

The want of a railroad through North-western Connecticut has long been felt, also, by the traveling public, who have hitherto been obliged to diverge from natural and direct lines to circuitous and costly ones in going East or West and to points intermediate.

Eastward, the markets of Boston, Worcester, and other cities have heretofore been nearly valueless to the manufacturers of Western Connecticut, owing to the need of a direct railway line.

The immense quantities of coal consumed in the manufacturing districts through which the road passes, now obtained at the seaboard after various transshipments, will hereafter be

brought from the Eastern Depots of the Pennsylvania Coal Company and the Delaware and Hudson Canal Company over the Connecticut Western Railroad and its connections, without breaking bulk, by much shorter lines and, therefore, at greatly diminished expense.

Cattle, lumber, grain and flour have ruled higher, heretofore, in Western Connecticut than in any other part of New England. On the opening of the Connecticut Western Railroad this section will have direct communication with Albany and the West and these important staples must be obtained at largely reduced cost.

The heavy manufacturing and mining interests upon the line of the road may be relied on to furnish at once a handsome local business; this, with the through transportation which may reasonably be expected, can hardly fail to rank it speedily among the most important and profitable thoroughfares of New England.

Facts and considerations of this kind, obvious to the intelligent communities directly concerned in the enterprise, needed no argument for their support. Hence it was a comparatively easy matter to obtain liberal subscriptions to the capital stock and to perfect an organization.

The Company organized in July, 1868. A Board of thirteen Directors was elected, composed of the most substantial and trusted citizens on the line of the road, and engineers were immediately put in the field.

That the best possible route might be obtained, nearly a year was spent in surveys, and it is believed that the grades, curvature and general alignment of the road cannot be materially improved.

The town subscriptions are as follows :

Hartford . . . .	\$750,000	Bloomfield . . . .	\$42,300
Simsbury . . . .	50,000	Canton . . . . .	40,000
Winchester . . .	116,000	Norfolk . . . . .	41,500
Canaan . . . .	34,000	Salisbury . . . . .	50,000

The entire capital stock, nearly every dollar of which is owned on the line of the road, is \$1,650,000. Instalments to the amount of \$1,575,760 have been paid in and the balance is unquestionably good.

The Engineer's estimated cost of grading, masonry, and bridging, based upon the preliminary surveys, was \$1,500,000 ; the correctness of the estimate has been confirmed by a careful recast after the completion of more than nine tenths of the work—a fact creditable alike to the Engineer and the officers of the road.

The whole road bed is now nearly ready for the rails, the cross ties are delivered, and the work is in such a state of forwardness that trains may be running by mid-summer.

The Eastern terminus is at the City of Hartford, where it connects with roads running North, East and South, and with the Connecticut river boats.

The first station west of Hartford is at Bloomfield, five miles distant. This is a suburban village of Hartford and will ultimately become a place of no inconsiderable importance in numbers and business.

Tariffville, twelve miles from Hartford, is the next station. Here were located the large works of the Hartford Carpet Company, upon the best water power, probably, in New England. Since their destruction by fire, a few years since, they have not been rebuilt, mainly owing to a want of proper railway facilities ; but the unequaled water-power in and near this village, its central location and accessibility from the great markets, East and West, by way of the Connecticut Western Railroad, put its future growth and importance beyond doubt.

The next station is at the wealthy village of Simsbury, four miles from Tariffville, near which are located several mills and distilleries that must receive their supplies and ship their products over this road. Here, also, it intersects the line of the New Haven and Northampton Railroad, and a profitable interchange of freights and passengers may be expected.

Three miles west of Simsbury is Farms Village Station, at which point the business of a large back country will reach the road.

Three miles further west is the village of Canton, the line in that vicinity skirting a valuable granite quarry upon which the demand for building material by towns in the Connecticut Valley must be great and constant.



Two miles beyond Canton lies the extensive manufacturing village of Collinsville. At this point are located the works of the celebrated Collins Company, one of the largest industrial establishments in New England, employing several hundred operatives in the manufacture of edge tools, steel plows, and other hardware. The buildings of the Company cover many acres and not less than ten thousand tons of coal are used annually in their work. This Company has long deeply felt the need of a western railroad line and will be among the heaviest freighters over the road.

The passenger business of Collinsville is large, and its future growth is certain.

Five miles north-west of Collinsville is the thriving village of Pine Meadow, with the cotton mills of D. B. Smith & Co. and the machine shops and tool manufactories of Chapin Brothers; and one mile further west the village of New Hartford, busy and rapidly growing. Here are located the cotton mills of the Greenwoods Company, employing several hundred operatives, the Greenwoods Scythe Company's works, and other manufacturing establishments. At this point business centres from Pleasant Valley, Barkhamsted, and adjoining towns.

Six miles west is the borough of Winsted, the northern terminus of the Naugatuck Railroad, and the largest and most important town in north-western Connecticut. Its water-power is magnificent and unfailing, and its growth rapid. There are no less than twenty manufacturing establishments in full operation, mostly engaged in the making of heavy iron goods, consuming immense quantities of coal, and promising to furnish the road a large amount of its most desirable tonnage.

The mercantile interest of Winsted is greatly in excess of any town of its size in the State, being supported by a circuit of country embracing many thrifty villages and a large and wealthy population.

Several important stage lines center at this point, and the Farmington Valley Railroad, chartered by the Legislature of Massachusetts, now organized and surveyed, will make it its southern terminus.



For the accommodation of Winchester, Goshen, and South Norfolk, a station will be located five miles west of Winsted, and four miles beyond is the village of Norfolk. The beauty of its scenery and healthful location have long made it desirable for summer residence; with railway facilities it will undoubtedly become a popular place of resort. Its water-power is abundant and enduring, already utilized to a considerable extent, and will ultimately make it one of the important manufacturing villages of Western Connecticut.

Three miles further on is the village of West Norfolk, with its extensive leather manufactories, and, three miles beyond, the village of East Canaan. Here are two of the furnaces of the Barnum-Richardson Company, which will receive and deliver not less than one hundred tons of freight every day in the year. The ore for these furnaces is now hauled by teams a distance of from twelve to fifteen miles, and the beds from which it is taken lie immediately on the line of the Connecticut Western Railroad. With increased facilities for transportation the business will be largely augmented.

Three miles west is the village of North Canaan, where the Connecticut Western Railroad intersects the Housatonic Railroad. Near this station are the celebrated lime kilns of Barnes, Hadsell, and others. This lime is confessedly the best made and is eagerly sought for in the large markets. In this vicinity, also, lie the extensive marble quarries from which the Girard College in Philadelphia and the Fifth Avenue Hotel and many other prominent buildings in New York were constructed.

Ore and coal for furnaces on the line of the Housatonic Railroad will be transferred at this station, and general merchandise and passengers will be interchanged.

Four miles west is Chapinville, where the furnaces of Landon & Co., and other manufactories are located.

Three miles beyond Salisbury village is reached, and, two miles further, the village of Lakeville; both are places of summer resort and are extensively engaged in manufacturing.

Two miles west of Lakeville is the Ore Hill and, two miles further, Millerton, the western terminus of the road.

The Brown Hematite Ore, from which the celebrated Salisbury iron is made, lies contiguous to the road and, in some instances, immediately under its track. The tonnage from the ore beds now opened is immense and their development and yield yet in their infancy. Indeed, it is believed by those who have carefully investigated the subject that these ore beds alone will afford a sufficient amount of business, directly and indirectly, to pay the interest on the entire bonded debt of the road. The demand for the ore is unlimited and the supply inexhaustible.

At Millerton a direct connection is made to New York, Albany and the West *via* the Harlem Railroad; also with the Hudson River Railroad, the N. Y. and Erie Railroad and the Pennsylvania Coal Company's terminus at Newburgh *via* the Dutchess and Columbia Railroad, now in successful operation. In addition to these a connection is made with the Poughkeepsie and Eastern Railroad, running eastward from the enterprising city of Poughkeepsie through the rich agricultural towns of Dutchess County. A further connection will soon be made to Rondout, the Eastern Depot of the Delaware and Hudson Canal Company, by the Connecticut and Rhinebeck Railroad, to be built the coming season, and also with the Rondout and Oswego Railroad, now nearly completed and affording a new, short and direct interior line to the West. The Eastern business of this important road, together with that of the Erie Road, must all pass over the Connecticut Western.

The general merchandise and passenger business, not already referred to, must be large. Indeed it is believed that there has never been a railroad located in New England which had upon its line a greater amount of local business waiting its completion, and whose tributaries and connections were more certain to make it an important trunk line between New England and the West. The country through which it passes is populous and wealthy. Nowhere east of the Hudson, within an equal area, can be found so great an amount of water power, and in locating the road special reference has been had to its future use.

The road has been built with great care and thoroughness, and all its appointments are first class.

It may not be necessary, in view of the foregoing statements, to make an estimate in detail of the prospective business of the Road: but, in order to show how reasonable a probability, in the way of transportation, will be sufficient to pay interest on the whole investment, attention is invited to the following exhibit.

The Boston and Albany Railroad, west of Springfield, traverses a region very much resembling in population, industry, and resources, that occupied by the Connecticut Western Railroad. The two roads are alike also in their physical characteristics. By reference to the Report of the Company designated, for 1867, it will be seen that in 1853, when the Road, with a single track, was doing little more than one half the passenger business and just one third the freight business which passed over it in 1867, the following movement was effected, in round numbers, in Western Massachusetts:—

Through passengers . . . . .	38,000
Way passengers . . . . .	618,000
Tons of through freight . . . . .	80,000
Tons of way freight . . . . .	244,000

Assuming, as it would appear to be quite safe to do, that the Connecticut Western Railroad may look for at least half this business, furnished eighteen years ago by a tributary country at that time much less rich and populous than that now awaiting its completion, we shall have

19,000 Through Passengers, at \$2.00 . .	\$38,000
309,000 Way “ at .80 . .	247,200
40,000 Tons Through freight, at 1.75 . .	70,000
123,000 Tons Way “ at .80 . .	98,400
Add for mails and other sources \$750 per m.	50,000
	<hr/>
Total	\$503,600
Deduct 60 per cent. for expenses,	302,160
	<hr/>
Balance	\$201,440

which is seven per cent. on \$2,877,714—a sum more than sufficient to build and equip the road.

To make up the amount required, in addition to the stock subscriptions, to finish the work, and put it in running order, it is proposed to issue Bonds, not exceeding \$1,500,000, secured by a first mortgage of all the Company's property, real and personal, to the Treasurer of the State of Connecticut in trust for the bondholders, and registered in the office of the Comptroller of public accounts, who is forbidden to register in any greater proportion than two thirds of the amount expended in construction. A copy of the mortgage is hereto annexed.

The bonds are offered to the public at present at the low price of Ninety and accrued interest, and it is honestly believed by the Managers that no safer or better railway security has ever been offered in New England.

AN ACT  
INCORPORATING THE CONNECTICUT WESTERN  
RAILROAD COMPANY.

*Resolved by this Assembly,—*

SEC. 1. That E. Grove Lawrence, Nathaniel B. Stevens, Albert Austin, Alexander H. Holley, William H. Barnum, William W. Welch, William G. Coe, Theron Bronson, James F. Henderson, William L. Gilbert, John T. Rockwell, Egbert T. Butler, Edmund G. Howe, George M. Bartholomew, Edward Norton, George H. Brown, Oliver W. Barnes, Robert G. Coffin, Jairus Case, and Cornelius S. Bushnell, with such other persons as shall associate with them for that purpose, are hereby constituted a body politic and corporate, by the name of the Connecticut Western Railroad Company, and by that name may sue, be sued, implead and be impleaded in any court; and may make and have a common seal, and break, alter, or renew the same at pleasure; and said corporation is hereby vested with all powers, privileges and immunities which are, or may be, necessary and proper to carry into effect the purposes and objects of this act as hereinafter set forth.

SEC. 2. The persons named in the first section of this act, or a majority of them, shall open books to receive subscriptions to the capital stock of said corporation at such time or times, and place or places as said persons, or a majority of them, may appoint, and shall give such notice of the time or times, place or places of opening said books as they shall deem reasonable, and shall receive said subscriptions under such regulations as they may adopt for such purpose. Said persons, or a majority of them, may procure all necessary surveys and estimates in reference to the railroad of said corporation, preliminary to the organization of said corporation, and said corporation, when organized, may pay the expenses of all surveys and services which may have been made and rendered for the benefit of said corporation.



SEC. 3. The persons named in the first section of this act, or a majority of them, are hereby authorized to call the first meeting of the stockholders of said corporation, in such way and at such time and place as they may appoint, whenever one thousand shares or more of the capital stock of said corporation shall have been subscribed for, to choose directors and perfect the organization of said corporation; and in all meetings of the stockholders of said corporation each share shall entitle the holder thereof to one vote, which vote may be given by such stockholder in person or by lawful proxy; and whenever said corporation shall have been so organized it may proceed to commence the construction of the railroad hereafter specified, and to exercise all the powers herein granted.

SEC. 4. The directors of said corporation shall be not less than nine, nor more than thirteen in number. The first meeting of the board of directors first chosen, shall be held at such time and place, and upon such notice as a majority of them may appoint. The directors shall have full power to make and prescribe such by-laws, rules and regulations as they shall deem needful and proper, (not contrary to the laws of this State or of the United States,) touching the disposition and management of the stock, property, estate, and effects of said corporation, the transfer of its shares, the duties and conduct of its officers and servants, the elections, and meetings of directors, the number of directors who shall constitute at any meeting of directors a quorum for the transaction of business, and all matters whatsoever that may appertain to the concerns of said corporation. The board of directors shall have power to fill, from time to time, any vacancies which, by death, resignation, or otherwise, during the interval between any two annual meetings of said corporation may occur in their number.

SEC. 5 Said corporation is hereby authorized and empowered to locate, construct, and finally complete, a single, double, or treble railroad or way from some convenient point in the town of Hartford to some convenient point in the town of Salisbury or the town of Sharon upon the western boundary line of this state, through any or all the towns of Hartford, West Hartford, Wethersfield, New Britain, Farmington, Burlington, Bloomfield, Simsbury, Avon, Canton, New Hartford, Barkhamstead, Torrington, Winchester, Colebrook, Norfolk, Canaan, North Canaan, Salisbury and Sharon; also from some convenient point in the town of Canton to some convenient point in the town of Suffield upon the northern boundary line of this State, through any or all of towns of Canton, Simsbury, Granby, East Granby, and

Suffield. Said corporation shall have full power to equip, maintain, use, and enjoy the said railroad, and to take, transport and carry persons and property thereon by the power and force of steam, of animals or of any mechanical or other power, or of any combination of them. Said corporation may purchase, receive and hold, in fee simple or otherwise at its pleasure, such real estate and personal estate as said corporation may see fit to purchase, receive or hold, in order to carry out economically or advantageously the purposes of this act; and said corporation may sell, convey and dispose of, as it may see fit, such of said estate, real and personal, as said corporation may see fit so to sell, convey and dispose of after having acquired the same. Said corporation is also authorized to construct and operate extensions of its track into the States of New York and Massachusetts, or either of them, as parts of its railroad line (and also to purchase or lease and hold and operate, in like manner, any such extensions which may be constructed by any person, persons, corporation or corporations in said States, or either of them,) whenever said corporation shall receive from the proper authorities in said States, respectively, lawful permission and authorization so to do. Said corporation may also make any lawful contract with any other railroad company with whose railroad its track may connect or intersect, in relation to its business or property, and may take lease of the property and franchises of, or lease its property and franchises to any such railroad company, and any company having any such connection or intersecting railroad, may make with said corporation the contracts aforesaid.

SEC. 6. Said corporation may from time to time, for the purpose of providing for the construction, equipment and maintainance of its railroad, borrow money to an amount not exceeding two-thirds of the amount expended in the construction of the same at the time of the issue of such bonds, said amount expended to be ascertained by the sworn statement of the chief engineer of said road, and may secure the repayment of the money so borrowed, by its bonds, with or without its corporate seal, signed by its president and countersigned by its treasurer, with or without coupons or certificates of interest, due at the end of every six months, attached thereto; which bonds shall be made and issued at a rate of interest not exceeding seven per cent. per annum, payable semi-annually, and said corporation may sell and dispose of such bonds, and may secure such bonds by mortgage or mortgages of all or any part of its railroad property, rights and franchises, in the manner provided for the sale and disposition of railroad bonds, and the execution of railroad mortgages in and by section 510



and section 511 of the statute entitled "An act concerning Communities and Corporations," and all subsequent sections of said statute, so far as they relate to such mortgages, and to the mode of enforcing and making available, by legal process or otherwise, such mortgages are hereby made applicable to any and all mortgages which said corporation, under the authority given to it by this section, may at any time make or execute.

SEC. 7. The capital stock of said corporation shall be two millions of dollars, and may be increased at the pleasure of said corporation to any amount not exceeding the total sum of three millions of dollars, and said capital stock shall be divided into shares of one hundred dollars each.

SEC. 8 Each of the towns named in section five of this act is hereby authorized to subscribe for and take any number of said shares not exceeding in amount, at the par value of said shares, five per cent. of the total amount of the grand list, then last made, of the town so subscribing, provided that said town shall first at a town meeting specially warned for that purpose, by the vote of at least two-thirds of the voters then and there voting upon the question, vote to subscribe for such shares and appoint an agent to subscribe in the name and behalf of said town for the same, notice of which meeting shall be given at least ten days prior to said meeting by posting written or printed copies of such notice in all the school districts of such town. Any agent so appointed by any of said towns for said purpose may so subscribe for such shares in the name and behalf of said town, and his subscription, so made, shall be obligatory upon said town in the same manner and to the same extent in which and to which a subscription for the same number of shares by a natural person would be obligatory upon him; and said town may from time to time, by any agent appointed by it from time to time, for the purpose, vote upon the shares of stock so held by it at all stockholders' meetings of said corporation, and exercise all the privileges of a stockholder of said corporation so long as said town shall continue to hold any of said shares; and said town shall be subject so long as it shall continue to hold any of said shares, to all the duties and liabilities which would attach to a natural person holding the same number of said shares, and any such town for the purpose of paying for its said shares, may, from time to time, borrow money and secure the repayment of the same, by the issue of its notes, bonds, or other obligations.

SEC. 9. Whenever any town meeting shall be warned in the town

of Hartford for the purpose specified in section eighth of this act, said meeting shall be warned, held, and conducted in the following manner, namely: said meeting shall be warned by a notice, signed by the selectmen of said town, or a majority of them, and published at least one week before said meeting is to be held, in one or more daily newspapers of said town. Said notice shall contain, and propose for the adoption of said meeting, a form of a vote purporting to authorize some person, therein named, to subscribe in the name and behalf of said town for a certain number of said shares in said proposed vote specified; and said notice shall warn the inhabitants of said town qualified to vote in town meetings of said town to meet at a day and time in said notice specified, in the respective voting districts of said town, wherein said inhabitants shall respectively on the day of said meeting, reside, then and there to cast their ballots for or against said proposed vote. Said notice shall also specify a place, in each voting district of said town, where said qualified voters so residing in said district shall so give their votes, and shall designate a time when the ballot boxes in said districts shall open, and a time when they shall close. Said selectmen shall cause a ballot box to be provided for the reception, at the time and place so appointed, of ballots, in each district, and shall appoint some person or persons to preside at each of said voting places and to receive the ballots there to be cast. At the time and place so appointed in each district every inhabitant of said town then residing in said district, and qualified to vote in town meetings of said town, shall be at liberty to deposit his ballot for or against said proposed vote, in the ballot box so provided in that district. Every voter who shall be in favor of the adoption of said proposed vote shall deposit in the ballot box his ballot with the word "Yes" written or printed thereon; and every voter opposed to the adoption of said proposed vote shall deposit in the ballot box his ballot with the word "No" written or printed thereon. Said selectmen shall cause all the ballots so cast in said several districts to be counted after said boxes shall be closed, and if the ballots having the word "Yes," so written or printed thereon shall constitute at least two-thirds of the whole number of ballots so cast in said town, the said proposed vote shall be deemed and held to have been passed and adopted and to be a lawful and valid vote of said town, and thereupon any subscription for said shares made in conformity with said vote by the person so named in said vote shall be deemed and held to be a subscription made by said town, and shall be obligatory according to the terms thereof upon said town.

SEC. 10. Any corporation located in any of said towns and transacting therein any manufacturing, mining or mechanical business, may subscribe for and take any number of shares of said corporation, provided the stockholders of any such corporation shall vote unanimously in favor of such subscription, and provided that the record of such vote shall be subscribed by every stockholder, and said corporation shall thereupon become vested with all the privileges and subject to all the liabilities which would attach to a natural person subscribing for, taking and holding the same number of said shares.

SEC. 11. Whenever the land or estate of any *feme covert*, infant, *cestui que* trust, person *non compos mentis*, or person out of this State, shall be required for the purposes of said railroad, the notice to be given to such person of a proposed laying out of said railroad or location thereof upon said land or estate, or of any intended application by said corporation for the appointment of appraisers, or of a proposed appraisal of damages in reference to said land or estate may be such reasonable notice as shall be prescribed and ordered by some judge of the superior court; and such notice, duly given in the manner prescribed by such judge, shall be deemed sufficient notice to that person. The husband of any such *feme covert*, the guardian by nature or by appointment, of any such infant, the trustee of any such *cestui que* trust, and the conservator of any such person *non compos mentis*, respectively, may, in behalf of that person, release all damages for any land or estate, taken or to be taken as aforesaid, as effectually as they might respectively do if said land or estate were holden by them in their own right respectively.

SEC. 12. Said corporation shall have all the powers conferred upon railroad corporations by chapter seventh of the statute entitled "An Act concerning Communities and Corporations," and the other statutes which have been passed in alteration of said statute or in addition thereto.

SEC. 13. If said corporation shall not complete the construction of said railroad on or before July 4th, A. D. 1876, then this act shall become null and void.

SEC. 14. This act may be altered, amended, or repealed at the pleasure of the General Assembly.

Approved, June 25th, 1868.

## COPY OF MORTGAGE.

THIS INDENTURE, made the 11th day of October, in the year one thousand eight hundred and seventy, between the Connecticut Western Rail Road Company, incorporated by the Legislature of the State of Connecticut, of the first part, and the Treasurer of the State of Connecticut (trustee as hereinafter set forth) of the second part.

Whereas, the said Company, in pursuance of the powers conferred upon it by its Charter and the amendments thereto, has commenced to build its Rail Road from the City of Hartford in said State, to the line of the State of New York, at Salisbury in said State of Connecticut, and has obtained subscriptions to its Capital Stock to the amount of Sixteen Hundred and Fifty Thousand (\$1,650,000) Dollars, and desires, for the purpose of constructing and equipping said Rail Road, to borrow further sums of money upon the first mortgage Bonds, hereinafter described, and proposes to make and issue such Bonds from time to time pursuant to the power and authority to that effect, in said Charter contained, to an amount not to exceed at any time two-thirds of the amount expended upon said Road, in accordance with the provision of the sixth section of its Charter.

Such Bonds to be in sums of Five Hundred and One Thousand Dollars each, and to bear interest at the rate of seven per cent. per annum, and to be sealed with the corporate seal of said Company, signed by its President and countersigned by its Treasurer, and to have interest coupons attached thereto, and to be duly registered in the office of the Comptroller of Public Accounts of the State of Connecticut before being issued, which Bonds are to be in the following form :

No. ———

\$ ———

## FIRST MORTGAGE BOND.

## STATE OF CONNECTICUT.

The Connecticut Western Rail Road Company promise to pay to the Treasurer of the State of Connecticut or bearer, thirty years after the first of July eighteen hundred and seventy, the sum of \_\_\_\_\_ Dollars, for money borrowed, with interest at seven per cent. per annum, payable semi-annually on the first days of July and January, in each year, on presentation and surrender of the proper annexed coupon.

This Bond is part of an issue of Bonds secured by a first mortgage to the Treasurer of the State of Connecticut upon the Rail Road of said Company, and all its property, rights and franchises under its Charter, which issue is not to exceed in amount at any time two-thirds of the amount then actually expended for the construction of said Rail Road.

Said Bonds must be registered and certified by the Comptroller of Public Accounts of the State of Connecticut.

Should any of the said interest coupons remain unpaid for six months after presentation and default, the principal sum secured hereby, shall, at the option of the holder hereof, then become due and payable.

This Bond may on request of the holder be registered in his name on the books of the Company, and such registry shall be noted on the Bond. It shall thereafter be transferable only by written transfer on the books of the Company, unless again being made payable to bearer by being transferred to bearer on said books, and such transfer being noted on the Bond.



Payment of interest to the holder of the proper coupon shall discharge the company in all cases.

In witness whereof, this Bond has been sealed with the corporate seal of said Company, and signed by its President and countersigned by its Treasurer, the \_\_\_\_\_ day of \_\_\_\_\_ in the year

Countersigned.

\_\_\_\_\_  
Treasurer.

\_\_\_\_\_  
President.

This Bond is duly registered according to law in the office of the Comptroller of Public Accounts of the State of Connecticut, the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Comptroller.

And whereas, the said Company has by a vote of its Stockholders, at a meeting duly called for that purpose, and held at the City of Hartford, on the sixth day of April, one thousand eight hundred and seventy, authorized and directed the execution of this mortgage, for the purpose of securing the payment of the Bonds so to be issued as aforesaid and the interest thereon.

And whereas, the said Company has caused the route of its said Rail Road from the City of Hartford to the east line of the State of New York, at Salisbury in said State of Connecticut, to be surveyed, and the plans and drawings thereof to be prepared, and has acquired title to portions of the Roadway, and has placed the graduation and masonry on said line under contract, and has commenced and is now proceeding with the construction of said Rail Road.

Now, therefore, this indenture witnesseth, that the said Company, party of the first part, to these presents in consideration of the premises, and to secure the payment of the principal and interest of said Bonds, so to be issued and duly registered as aforesaid, to an amount not to exceed at any time two-thirds of the amount then actually expended in the construction of said Road, and also for and in consideration of one dollar to said Company duly paid by the party of the second part hereto at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged.

Hath granted, bargained, sold, assigned, transferred, conveyed and set over, and by these presents doth grant, bargain, sell, assign, transfer, convey and set over unto the said party of the second part, and unto his successors in said office of Treasurer of the State of Connecticut, all and singular the Rail Road of said party, of the first part, from the City of Hartford to the east line of the State of New York, at Salisbury, Connecticut, as the same is now or may be hereafter located, constructed, or improved, and all the roadway and lands that are or may be included in the location of said Rail Road, or acquired by the said Company for the purposes of said Rail Road within the several points aforesaid, with all and singular the railways, rails, bridges, fences, station houses, depots, shops, buildings, structures, tools, cars, engines, equipments, machinery, fuel, materials, privileges, appendages, appurtenances and property, real and personal, which now belong, or may at any time hereafter belong, to said Company, and used as a part of said Rail Road, or be appurtenant thereto or necessary for the construction, operation, or security thereof, and also all the property, rights and franchises of the said Company under its Charter and every part thereof, together with the

tolls, income, issues and profits thereof, and all rights to receive the same, and everything necessary for the completion and operation of the Road.

To have and to hold the said property and premises herein before granted and conveyed, unto the said party of the second part, and his successors in office as aforesaid, in trust for the person or persons, bodies politic or corporate, who shall from time to time become holders of said Bonds, so about to be issued by said Company, or any of them, subject to the terms and stipulations of said Bonds, and the provisions of said Charter under which the said Company derives its power, and subject to the possession, control and management of the Directors of said Company, so long as said Company shall well and truly perform all and singular the stipulations of the Bonds aforesaid and the covenants of this indenture. And the said party of the first part, for itself, its successors and assigns, doth covenant and agree with said party of the second part, his successors and assigns, that until the ensembling and delivery hereof the said party of the first part is well seized and possessed of the above granted premises, and hath full power to grant, assign and convey the same in manner aforesaid, and that the same are free from all encumbrances, and that it will warrant and defend the same unto the said party of the second part, his successors and assigns, from and against all claims and demands whatsoever, and further, that the said party of the first part, its successors and assigns, will make, execute and deliver all and singular such further assurances and instruments as shall from time to time be necessary, and the said party of the second part, or his successors or their counsel learned in the law, shall reasonably advise and require for the better effectuating of the objects and purposes of this trust and mortgage, and of subjecting thereto any and all property, real or personal, which may hereafter be acquired by said Company, and shall appertain to said Rail Road, or be used in its construction or operation.

And it is further mutually agreed by and between the respective parties hereto that until default shall be made in the payment of the principal or interest of said Bonds, or some part thereof, according to their tenor, the party of the first part, its Directors and Officers, may remain in the quiet and peaceable possession and enjoyment of all the Rail Road and property, rights and franchises herein before granted and conveyed, and the tolls, earnings and income to arise therefrom, without any molestation by or from the party of the second part, or his successors, but in case the said Company should make default in the payment of the interest upon any of said Bonds, after due demand and presentation of the proper coupon for such interest, and such interest should remain unpaid for six months after such default, the said party of the second part, or his successor, may and shall, after the lapse of said six months, upon the written request of the holder or holders of one-third in amount of the Bonds, secured by this mortgage and then outstanding, take actual possession of said Rail Road, and of all and singular the property and effects, rights and franchises, hereby conveyed or mortgaged, and subject to this mortgage, and shall through agents to be appointed by him, for the purpose of operating said Rail Road, receive the income and profits of said Rail Road for the purposes of the trust herein before declared, defraying out of the same the expenses of the Road and its necessary repairs; and he may retain such possession until all arrearages of interest due by said Company on said Bonds, together with any sums of money which may have been raised from sources other than the earnings of the Road and actually expended on said Road in construction or

repairs, or in additional rolling stock, during the management of said Road by said Trustee, provided such expenditures were necessary for the operation of said Road in the opinion of said Trustee, shall have been fully paid, and thereupon such possession shall be restored to the officers of said Company.

And if the interest on any of said Bonds shall remain due and unpaid for the term of six months after presentation of the proper coupon and default of the payment thereof as aforesaid, the principal of each of said Bonds on which such default shall have been made, shall at the option of the holder of such Bonds respectively, become due and payable within one year from the date of such default.

This conveyance is upon the express condition and limitation that upon the payment of each and every of the said Bonds, and the discharge of the said Company from all liability thereupon, the estate and trust herein and hereby created in said grantee and trustee shall cease and be null and void, and the premises hereby granted and conveyed, and all property which shall have been subjected to this mortgage, shall be divested from said grantee and immediately be reinvested in law and in fact in said grantor without any entry or other act to be by said grantor or said grantee made or performed.

And it is further mutually agreed by and between the parties to these presents, that in case at any time hereafter the holder of any or either of said Bonds should desire to have such Bond registered so that it shall cease to become payable to bearer, the said Company will, on his request, register such Bond in his name in a book to be kept by the Company for that purpose, and will by an endorsement upon such Bond certify that the same has been registered, and thereupon the same shall be payable only to the person in whose name it is so registered, or his assigns, and shall be transferable only on the books of the Company.

The Company shall keep a book or books containing such transfers, and no bond so registered and certified shall be transferable except by a transfer in such transfer book or books, signed by the party in whose name such Bond shall stand at the time of the transfer, or by his attorney, duly authorized by a written power to be delivered to and retained by the Company, and every such transfer shall be noted on the Bond by the Secretary or Treasurer of the Company.

And the holder of any such Bond so registered may again make it payable to bearer by transferring on said books to bearer, and having such transfer noted by the Secretary or Treasurer on such Bond.

But it is agreed that the Company shall not incur any responsibility to the holder of any registered Bond by reason of the payment of interest to the bearer of the coupon, when said coupon is paid according to its tenor for such interest, and such payment shall discharge said Company from all liability for the interest so paid.

And it is further mutually agreed by and between the parties hereto, that in case the said Company should at any time desire to have any real or personal property which may be covered by this mortgage, and not essential to the operation of said Rail Road, discharged from the lien and operation of said mortgage, the party of the second part, or his successor, shall release such property from the lien of this mortgage on the substitution therefor of other property of at least equal value, and subjecting the same to the lien of this mortgage, or on the surrender to said Trustee for cancellation of Bonds secured by this mortgage to the



amount of not less than two-thirds of the value of the property so sought to be released, and such Bonds shall thereupon be cancelled.

And in case said parties fail to agree as to the fact whether any property sought by the Company to be released is or is not essential to the operation of said Rail Road, or as to the value of such property, or of any property proposed to be substituted therefor, those questions, or either of them, as to which the parties may disagree, shall be decided by a referee to be appointed by one of the Judges of the Superior Court of the State of Connecticut on the application of the Company, and on at least three days notice of such application to the party of the second part, or his successor.

And it is further mutually agreed as aforesaid, that in case it should be desired by the Company at any time to exchange or replace any of the property which may be covered by this mortgage, and which is essential to the operation of said Rail Road, the party of the second part, or his successors, shall release from the lien and operation of this mortgage the property so sought to be exchanged or replaced on the Company acquiring and by a proper instrument subjecting to the lien of this mortgage other property at least equal in value and utility for the purposes of said Rail Road, to take the place of the property so released. And in case the parties cannot agree as to the value or utility of the property sought to be released, and of the property proposed to be substituted therefor those questions shall be decided by a referee to be appointed in the manner last hereinbefore prescribed.

In witness whereof, the said Corporation, party of the first part, has caused its corporate seal to be hereto affixed and attested by its Secretary, and these presents to be signed and executed in its behalf by William H. Barnum, its President, who is hereunto duly authorized and empowered by a vote of its Board of Directors, passed at a meeting of said Board held at Hartford, the sixth day of April, eighteen hundred and seventy.

CONNECTICUT WESTERN RAIL ROAD COMPANY.

By

WILLIAM H. BARNUM,  
President.



STATE OF CONNECTICUT.

COUNTY OF LITCHFIELD—SS. WINCHESTER.

On this eleventh day of October, A. D. eighteen hundred and seventy, personally appeared William H. Barnum, President of the Connecticut Western Rail Road Company, the signers and sealers of the within and foregoing deed, and acknowledged the same to be his free act and deed, and the free act and deed of said Rail Road Company, before me,

WILLIAM F. HURLBUT, Justice of Peace.

SECRETARY OF STATE'S OFFICE.

HARTFORD, CONN., OCTOBER 21, 1870.

Received, filed and recorded by

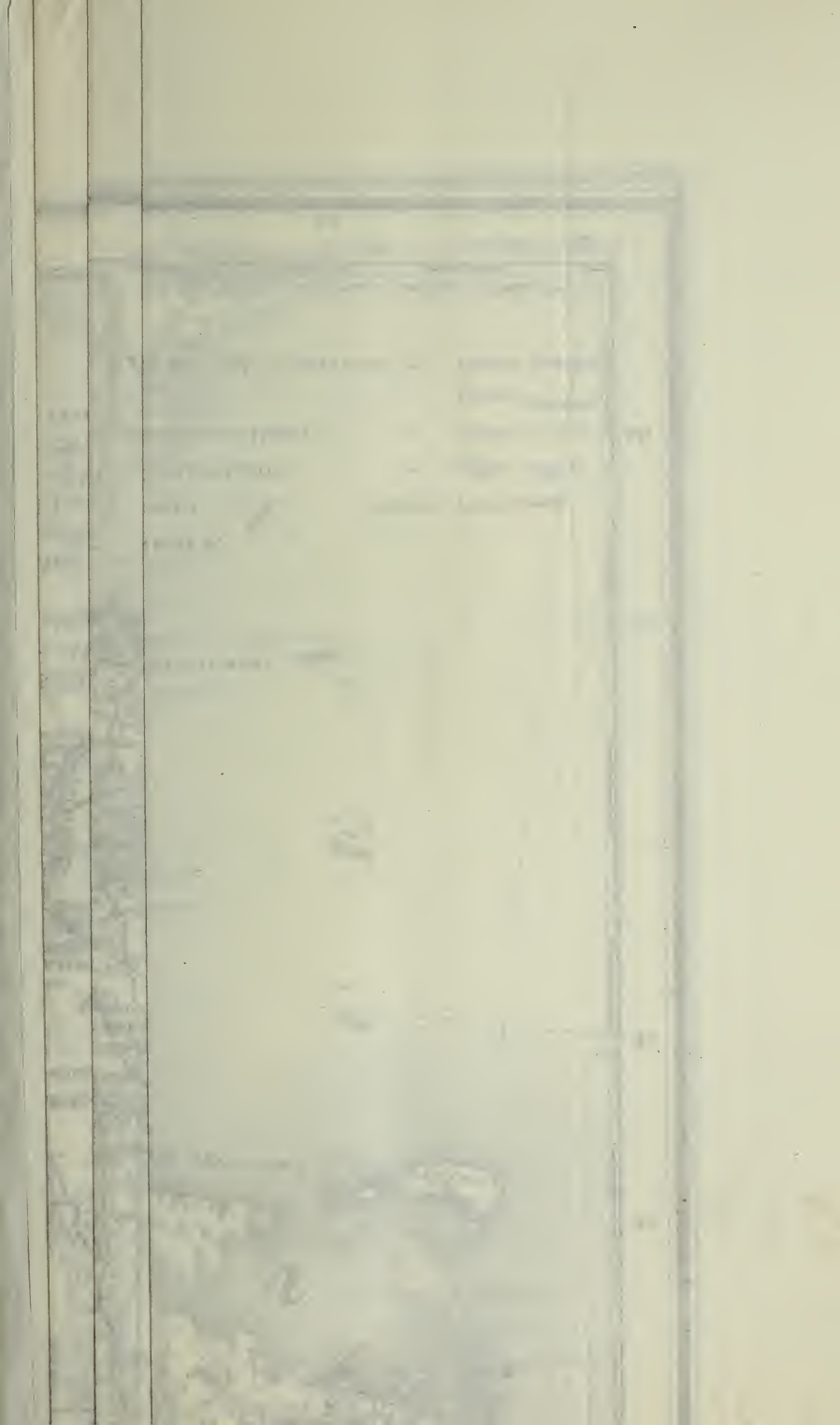
D. W. EDGECOMB, Clerk,  
For Thomas M. Waller, Secretary of State.

MAYOR'S OFFICE,  
HARTFORD, CONN., March 20, 1871.

TO WHOM IT MAY CONCERN :

This may certify that I have carefully examined the records pertaining to the organization of the Connecticut Western Rail Road Company, and find them correct and in conformity to the General Statutes of this State relating to Rail Roads, and in my opinion its Bonds are legally issued, and the mortgage executed to secure the same is in compliance with law.

CHARLES R. CHAPMAN,  
Mayor of City of Hartford and Attorney at Law.







Map showing the Line of the

# CONNECTICUT WESTERN RAILROAD.

AND ITS CONNECTIONS.

PUBLISHED BY C. M. & C. CO. NEW YORK

**EASTERN CONNECTIONS.** At Springfield with the Mass. Western R.R. to Boston. At Hartford with the Hartford & Providence and Fishkill R.R. to Boston and Providence.

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- REFERENCE.
- Connecticut Western Railroad
  - Rondout & Eastern R.R. and Connections
  - Dutchess & Columbia R.R. and Connections
  - Massachusetts Western R.R.
  - Hartford, Providence & Fishkill R.R. and Connections

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